

United States Bankruptcy Court
Northern District of Oklahoma

~~FILED~~
~~APR 01 1998~~
DOROTHY A. EVANS, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF OKLAHOMA

In Re Tamra Jon Collins 444-68-3581) Case No. 97-04192-R
) Chapter 7

~~FILED~~

Moody's Jewelry, Inc.) Adversary Case No.:
Plaintiff)
v.) 97-0399-R
Tamra Jon Collins)
Defendant)

APR 01 1998
DOROTHY A. EVANS, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF OKLAHOMA

AGREED ORDER OF NON-DISCHARGEABILITY, and
AGREED JUDGMENT

Comes now the following stipulations and order, agreed and approved by Moody's Jewelry, Inc., plaintiff, (hereinafter "Moody's" or plaintiff) by and through its attorney Thomas O. Matthews, and defendant Tamra Jon Collins, by and through her attorney D. William Jacobus, Jr.

The Court finds as follows:

1. This Court has jurisdiction over the parties and subject matter. This proceeding is a core proceeding.
2. The allegations of the plaintiff are incorporated by reference. The parties stipulate that the debt of defendant to Moody's jewelry is non-dischargeable under section 523(a)(2) or (6) and that the following order and judgment should be issued.
3. The parties stipulate they agree to stay execution of the judgment in accordance with the agreement ordered below.
4. Plaintiff also stipulates that the alternative request for dismissal of this case or denial of discharge under section 727 should be denied.

WHEREFORE, the Court hereby ORDERS that the obligation of defendant Tamra Jon Collins to plaintiff Moody's Jewelry, Inc., is not an exception to discharge under section 523(a)(2) or (6), and that said obligation is not discharged in the discharge issued or to be issued in the above styled bankruptcy.

Further, this Court ORDERS JUDGMENT in favor of plaintiff Moody's Jewelry, Inc., against defendant Tamra Jon Collins as follows: Judgment for \$1,065.14 plus \$250.00 reasonable attorney fees plus \$150.00 costs, with interest accruing at the contract rate of one and one-half (1

13

1/2) percent per month until paid, plus the costs and reasonable attorney fees for any collection action needed if defendant defaults under the agreed payment agreement below.

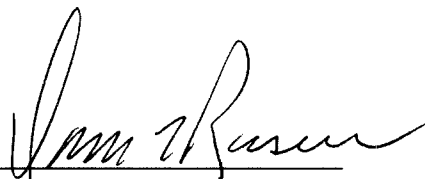
FURTHER, this Court ORDERS that, by agreement of the parties, that execution of this judgment against defendant shall be stayed as long as defendant does not default under the agreement for payment under the following terms: defendant makes a \$250.00 payment to plaintiff due the 15th of April 1998 and a \$250.00 payment due on the 15th of May 1998; upon timely payment of said total amount of \$500.00 the execution of this judgment is permanently stayed, and attorney fees and court costs being considered waived if defendant timely pays under this agreement; failure to make timely payment is a default, and execution for the entire judgment may then proceed. upon such default.

FURTHER, the alternative cause of action stated in the complaint concerning denial of discharge or dismissal of this case under section 727 of the above styled bankruptcy is ORDERED DENIED.


The trial scheduled in this case is stricken.

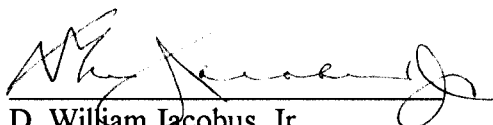
SO ORDERED

Dated: 4/1/98


DANA L. RASURE, CHIEF JUDGE
UNITED STATES BANKRUPTCY COURT

Agreed and approved prior to submission to the Court by:


Thomas O. Matthews OBA 5788
Attorney for Moody's Jewelry, Inc.
4137 S. Harvard, Suite G
Tulsa OK 74135
phone (918) 743-1912


D. William Jacobus, Jr.
Attorney for Tamra Jon Collins
810 S. Cincinnati, Suite 400
Tulsa OK 74119
phone (918) 585-3993